

INSTRUCTIONS TO OFFERORS**1.0 INSTRUCTIONS TO PREPARE QUOTE**

Please provide your technical and cost responses to this solicitation in accordance with the following instructions:

To aid in the evaluation of competitive proposals, all proposals will follow the same general format. Pages in excess of the maximum will be removed from the end of the proposal volume by the Contracting Officer (CO) without being evaluated.

Quotes shall be submitted in four (4) separate Volumes referenced below:

Volume Number	Volume Title	Page Limit
I	Transmittal Letter and Administrative Volume	3
II	Technical Proposal – Includes Technical/Management Approach; Staffing Plan; Transition Plan; and Quality Control Plan	20 (Resumes are not included in this page limit. Each resume shall not exceed two pages.)
III	Past Performance	2 pages per project
IV	Price Proposal	N/A

Each Volume of the quote shall be in a separate file, clearly marked for Volume number, title, RFQ number, and offeror's name and shall contain, at a minimum, information specified below (if applicable):

- Cover Sheet;
- Table of Contents;
- List of Tables and Drawings;
- Glossary;
- Cross-Reference Matrix;
- Requested Volume Information.

The term "offeror" as used herein refers to the single legal entity submitting the offer to U.S. Customs and Border Protection. The work performed by the offeror shall be conducted by a corporate entity that will be totally responsible for all task order activities

- a) No classified information shall be included in the offeror's written proposal or the offeror's oral presentation, if oral presentations are conducted.
- b) The Government reserves the right to award a contract without discussions or clarifications. Therefore, the offeror's proposal must contain the offeror's best

terms. However, the Government reserves the right to solicit clarification of the offeror's proposal or enter into discussions, if the Contracting Officer determines them to be necessary.

- c) The offeror shall include the point of contact (name, telephone number, e-mail address, and fax number) that can assist the Contracting Officer with technical questions/problems associated with the offeror's proposal submission.
- d) The Transmittal Letter and all Volumes will be prepared using Microsoft Office 2010 or a compatible application and single-sided. All narratives will be typed in Times New Roman or Arial with 12-point font size. Text will be single spaced and separation between paragraphs will be double spaced. All formulas will be visible on all calculated values on spreadsheets. Font style and size for illustrations, drawings, and tables is at the offeror's discretion, but all labels and markings must be easily readable. Color may be used at the discretion of the offeror. Foldout pages are not permitted.
- e) All page sizes shall be 8 ½ x 11 inches. Margins will be 1 inch top, bottom, and right side. Left side margin will be 1.5 inch.
- f) Every page, except for the Title Page, of each volume shall contain a volume number and a page number. Blank pages will contain the marking "Page Intentionally Left Blank". Every page shall contain the offeror's name and the RFQ number. It is the offeror's responsibility to ensure data considered sensitive is marked as such. Only these markings may appear in the margins.
- g) The Title Page, table of contents, indexes, page separators, Letters of Commitment, glossaries, and Past Performance Information Forms will not count against page limitations. Qualifying pages partially used will be counted as one qualifying page.
- h) The offeror's transition schedule graphic does not count against the 20 page limit for the Technical Proposal.

1.1 TRANSMITTAL LETTER AND ADMINISTRATIVE VOLUME (VOLUME I) (3 Page Limit)

- a) The Transmittal Letter shall be executed by a corporate executive with authority to bind the offeror to their Proposal. The Transmittal Letter shall contain the following information at a minimum:
 - The solicitation number;
 - The name, address, telephone and facsimile numbers, and e-mail;
 - Names, titles, telephone and fax numbers, and e-mail addresses of persons authorized to bind the offeror to its proposal in connection with this RFQ; and
 - Name, title, and signature of person authorized to sign the proposal. Quotes signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- b) The offeror shall include any requested waivers of any solicitation provisions or task order clauses and describe any exemptions from or deviations to any other solicitation requirements.

1.2 TECHNICAL PROPOSAL (VOLUME II) (20 Page Limit)

The Technical Proposal shall consist of the following sections:

- Technical/Management Approach
- Staffing Plan
- Transition Plan
- Quality Control Plan

TECHNICAL/MANAGEMENT APPROACH (SOLUTION)

- a) The offeror shall demonstrate its understanding of the RFQ program requirements and describe their technical approach for completing the work described in the RFQ.
- b) The offeror shall address how each of the tasks/requirements identified in the RFQ shall be met. The offeror shall identify significant difficulties, obstacles and risks in performing the required services and explain how the perceived difficulties and obstacles will be overcome and the risks managed or mitigated.
- c) The offeror shall describe their management approach for managing the work described in the RFQ. The offeror's management approach shall reference each of the Tasks identified in the RFQ.
- d) The offeror shall describe its proposed management approach (prime and subcontractors) to meeting CBP requirements. Describe the strengths of the proposed management approach and offeror's core competencies and demonstrate how the proposed management approach and core competencies will meet CBP's requirements. Describe how your management approach contributes to the efficient use of materials and human resources. For each subcontractor and teaming partner, explain how management control, for the purpose of this task order, will be exercised directly related to meeting or exceeding mission critical performance requirements. This explanation shall demonstrate clearly how the offeror will minimize the CBP's involvement in managing the day-to-day operations for which the offeror will be responsible.
- e) The offeror's proposal shall include an organizational structure down to the first level of supervision, with supporting narratives, to demonstrate its understanding of the solicitation requirements and ability to manage all aspects of the task order. The proposal shall describe the management organization, lines of authority, approach to ensure effective communications, and roles and responsibilities. The offeror shall describe the responsibility, accountability, and decision-making authorities invested in each proposed position and define the working interfaces with CBP.
- f) The offeror shall describe the quality management/quality control system(s) it intends to implement. Describe how the system(s) will control the quality of the services delivered and how it will meet the priorities and performance expectations of the CBP.

STAFFING PLAN

- a) The offeror's staffing plan shall clearly show how the offeror will obtain the required staff to meet the Government's requirements as defined in the PWS. The staffing plan shall include the offeror's overall approach to hire the required staff and to maintain adequate staff during the period of performance, and to ensure personnel are able to successfully pass a CBP Background Investigation (BI). The staffing plan shall also include resumes for proposed personnel demonstrating the requisite experience, qualifications and training.
- b) The offeror's staffing plan shall describe its approach to recruiting and retaining a skilled workforce that has the diverse skill sets required to effectively service the full range of the requirements.
- c) The staffing plan shall also include a detailed staffing matrix showing the following:
 - a. The name of each Offeror personnel proposed by labor category and his/her key skills and qualifications.
 - b. Company of the proposed Offeror personnel (e.g., prime or sub-contractor company).
 - c. Estimated start date for each proposed Offeror personnel to actually perform work on the task order.
 - d. Current Offeror personnel's CBP clearance status (e.g., the one(s) who already has CBP Clearance or an estimated date that the CBP security information package will be submitted to the COR).
 - e. Current hiring status of the proposed Offeror personnel (e.g., current employee(s) of the Offeror, not a current employee of the Offeror, who has signed an employment letter of intent, and not a current employee of the Offeror, who has not signed an employment letter of intent).

TRANSITION PLAN

Transition On-Board Plan

As part of its technical proposal, offerors shall furnish a 3-month transition plan. The transition plan should demonstrate the offeror's ability to assume full contractual responsibility for all services specified in the RFQ.

- a) The offeror's transition proposal shall include, at a minimum, the following elements:
 - Mobilization of transition team and project office;
 - Specific transition tasks to be executed and how they will be managed.
- b) The transition timeline shall be presented as a 3-month schedule in graphic format showing the timing, sequence and interdependencies of tasks. The transition schedule shall be supplemented by narratives, as needed to provide a clear understanding of the transition plan.

- c) The transition plan shall include a work plan which identifies milestones, measurable tasks, and resources required, to include the offerors staffing and how they will recruit and hire and onboard the staff needed to ensure mission success.
- d) The offeror shall furnish a plan to assume responsibility for all in-progress and pending activities.
- e) The offeror shall identify the risks to the transition effort and include mitigation and contingency plans in the event the transition cannot be executed on schedule.
- f) The transition plan shall include specific measures and metrics to be used to monitor and evaluate the transition activities.

Transition-Out Plan

As part of the transition-out plan, the offeror should address the following at a minimum:

- a) Personnel out-processing from CBP (to include security de-briefs as needed, facility badges and access, IT equipment returns, and return of all GFI and files (electronic or otherwise).
- b) Develop and maintain a transition-out plan to include time-phased list of key events, activities, and tasks.
- c) Develop and deliver a summary of all work-in-progress activities and projects.
- d) Submit status of transition-out tasks to the Contracting Officer Representative (COR) at least every two weeks until transition is complete.
- e) The transition plan shall include lessons learned for future transitions.

QUALITY CONTROL PLAN

- a) The offeror's quality control plan shall present a comprehensive understanding of the Performance Requirements Summary specified in PWS Addendum A.
- b) The offeror shall describe its proposed approach to monitoring the services being provided to ensure the minimum requirements identified in the Government's Performance Requirements Summary are meeting the acceptable quality levels prescribed.
- c) The offeror shall describe what action(s) will be taken if and when it is identified that an element in the Performance Requirements Summary fails to meet the acceptable quality levels specified. The plan should clearly demonstrate how the offeror will minimize the CBP's involvement in the day-to-day quality control operations for which the offeror will be responsible.
- a) The offeror shall describe how the offeror plans to implement process improvement to eliminate or mitigate defects or issues proactively in regards to the requirements.

1.3 PAST PERFORMANCE (VOLUME III) (2 Pages Limit per Reference, not to exceed 3 References)

- a) The offeror shall identify a minimum of two (2) contracts or task orders of **similar size, scope and complexity** to this requirement as described in the RFQ,

- which it has performed or is currently performing, within the past three (3) years from the date of this RFQ issuance.
- b) The offeror shall provide the following information in connection with each of the contracts or task orders identified in a) above:
- i. Name of Government agency (Federal, state or local) and contracting activity or company name;
 - ii. Contract/task order/subcontract number;
 - iii. Contract/task order type;
 - iv. Dollar value;
 - v. Date of contract/task order award and period of performance (including option periods and award term periods, if applicable);
 - vi. Description of contract/task order work;
 - vii. State performance responsibility as prime contractor;
 - viii. Problems or obstacles encountered on the contract/task order and corrective actions taken to resolve the problems or obstacles;
 - ix. Name, mailing address, e-mail address, telephone number, and fax number of the following references:
 - Contracting Officer or company business manager; and
 - Contracting Officer's Representative or company principal technical point of contact.
- c) The Offeror shall list and describe any quality awards or certifications earned on the contracts/task orders listed in a) above. Identify whether the award was for a specific division of the company or the entire company. Identify the period covered by the award or certification.
- d) The offeror shall provide a copy of the Past Performance Questionnaire (Attachment #4) to those references identified on the Past Performance Worksheet. It is the offeror's responsibility to ensure the Past Performance Questionnaire is received by (b) (6) via email (b) (6) no later than the RFQ due date and time.
- e) Past Performance questionnaire submissions do not have a page limitation. The Government reserves the right to contact identified references to request additional information or provide clarifications. The Government will also consider past performance reports available on other past performance databases, such as the Past Performance Information Retrieval System, in the evaluation.

1.4 PRICE PROPOSAL INSTRUCTIONS (VOLUME IV) (No Page Limit)

Firm Fixed Price (FFP) Price Proposal

The price proposal for all performance associated with this RFQ shall be submitted using the structure provided as Attachment #3 to the RFQ. Extended narrative or cover letters provided as support for the price proposal should be submitted in a separate MS Word file or PDF- type file format if needed to support the proposed prices. The price proposal file names must include the Offeror's name or initials and the RFQ number.

Explanatory notes should be added at the bottom of the worksheet to provide any necessary notations, such as proposed discounts.

The offeror shall separately price out the 3-month transition on-board effort based on their reasonably anticipated CBP-cleared staffing level and labor hours to be used in the timeframe prior to actual performance of the task order. The offeror shall also separately price out the 3-month transition out effort within the Option Year 2, based on the reasonably anticipated labor hours.

In addition to a price proposal, a monthly payment schedule shall be included in the Excel worksheet. This payment schedule shall begin in month one and continue through each performance period.

2.0 EVALUATION FACTORS FOR AWARD

Factor 1 (Technical Capability) is more important than Factor 2 (Past Performance). In performing the best value trade-off analysis, all non-price evaluation factors, when combined, are **significantly more important** than Price. All technical sub-factors are weighted equal.

2.1 FACTOR 1 – TECHNICAL CAPABILITY

Technical Capability sub-factors are as follows:

Sub-factor (1) Technical/Management Approach (Solution):

The Government will assess the offeror's understanding of the program requirements, technical approach/solution, and ability to manage all aspects of the task order in an efficient and effective manner that will achieve the program and mission requirements set forth in the RFQ. In detail, the Government will assess the following:

- a) The soundness and quality of the proposed technical approach/solution, including innovations and best practices in the offeror's technical solutions, process(es) and methods used to collect, track, disseminate data, which enable cross comparisons.
- b) The offeror's approach to solving contract work requirements and potential challenges which may occur as a result of performing the work. The Government will assess the offeror's approach to managing and mitigating the inherent risk associated with achieving the task order requirements.
- c) The method in which this task order is maintained, delivered, and communicated to the Government in order to meet requirements.
- d) The offeror's approach to perform the services as set forth in the RFQ over the life of the task order and how team members and subcontractors will be integrated into the proposed approach.

- e) The offeror's plan to manage the subcontractor team(s) and its level of corporate commitment and the offeror's ability to manage team members/subcontractors to provide an integrated approach to planning, organization and personnel.
- f) The ability of the offeror's organizational structure to respond to rapidly emerging issues and conditions, including the method by which issues will be evaluated and addressed and the implementation of risk mitigation strategies to maintain performance, quality, schedule, and mission requirements within the proposed price.

Sub-factor (2) Staffing Plan:

The offeror's staffing plan shall clearly show how the offeror will obtain the required staff to meet the Government's requirements as defined in the PWS. The staffing plan shall include the offeror's overall approach to hire the required staff and to maintain adequate staff during the period of performance, and to ensure personnel are able to successfully pass a CBP Background Investigation (BI). The staffing plan shall also include the offeror's innovation in its approach to recruiting and retaining a skilled workforce. Of special interest is the offeror's understanding of the diverse skill sets required to effectively service the full range of requirements. The staffing plan shall also include resumes for proposed personnel demonstrating the requisite experience, qualifications and training. The staffing plan shall also include a detailed staffing matrix showing the following:

- The name of each offeror personnel proposed by labor category and his/her key skills and qualifications.
- Company of the proposed offeror personnel (e.g., prime or sub-contractor company).
- Estimated start date for each proposed offeror personnel to actually perform work on the task order.
- Current offeror personnel's CBP clearance status (e.g., the one(s) who already has CBP Clearance or an estimated date that the CBP security information package shall be submitted to the COR).
- Current hiring status of the proposed offeror personnel (e.g., current employee(s) of the Offeror, not a current employee of the offeror, who has signed an employment letter of intent, and not a current employee of the offeror, who has not signed an employment letter of intent).

Sub-factor (3): Transition Plan:

The Offeror's transition on-board plan shall clearly show how the offeror will plan for and support the smooth and effective transition onto the performance of this effort as set forth in Performance Work Statement (PWS) Section 5.6 (Transition On-Board Plan). The transition on-board plan shall include the full range of plans and activities required to progress from award of contract to assumption of full performance responsibility as quickly as possible. The Government will assess the following:

- a) The offeror's approach and ability to assume full contractual responsibility in a seamless manner for all services without degradation of high quality services during the 3-month transition period within the base year.
- b) The organizational structure for the transition/phase-in period with each element of the offeror's organization identified and the duties each individual will be responsible for.
- c) The Transition Out Plan will be evaluated to ensure a seamless transition at the completion of the contract to ensure personnel are properly out-processed and all on-going work is identified.

Sub-factor (4) Quality Control:

The offeror's Quality Control Plan will be evaluated to determine the following:

- b) If it presents a comprehensive understanding of the Government's Performance Requirements Summary specified in the PWS Addendum A.
- c) If its proposed approach to monitoring the services being provided will ensure that the minimum requirements identified in the Government's Performance Requirements Summary are meeting the acceptable quality levels prescribed.
- d) If it describes what action(s) will be taken if and when it is identified that an element in the Performance Requirements Summary fails to meet the acceptable quality levels specified. The plan should clearly demonstrate how the offeror will minimize the CBP's involvement in the day-to-day quality control operations for which the offeror will be responsible.
- e) If it describes how the offer plans to implement process improvement to eliminate or mitigate defects or issues proactively in regards to the requirements.

2.2 FACTOR 2 – PAST PERFORMANCE

The Government will evaluate the offeror's Past Performance in the following manner:

- a) The past performance evaluation will examine the offeror's past and present performance to determine their ability to manage contracts and subcontract in projects of **similar size, scope and complexity** contemplated under this task order to include areas such as, but not limited to: customer satisfaction, adherence to cost, schedule and performance baselines, risk mitigation and resolution of unanticipated problems. The past performance evaluation will examine the offeror's **prime** performance on a minimum of two (2) similar contracts. This review will focus on the size, scope, and complexity of the efforts, the performance measures/service levels applied, the actual performance results against those measures, and customer satisfaction achieved by the offeror.
- b) In conducting this assessment, the Government may use data obtained from other sources as well as that provided in the quote. The Government reserves the right to check the past performance of any proposed subcontractors and team members and include the results in its assessment.

2.3 FACTOR 3 – PRICE

The Government will evaluate Price for the base and all optional period(s) of performance to ensure it is complete and reasonable. Discounts offered by each offeror will be evaluated. An adjectival evaluation of the offeror's Price proposal will not be used. The offeror shall separately price out the 3-month transition on-board effort within the Base Year, based on their reasonably anticipated CBP-cleared staffing level and labor hours to be used in the timeframe prior to actual performance of the task order, and the 3-month transition out effort within the Option Year 2, based on the reasonably anticipated labor hours.

2.4 ADJECTIVAL RATINGS WITH DEFINITIONS

Quotes will be rated in accordance with the following definitions:

FACTOR 1 - TECHNICAL SUB FACTOR RATINGS

(RATINGS: Excellent, Very Good, Satisfactory, or Unsatisfactory)

Each proposal sub-factor will be assigned a rating, which will not be rolled up to an overall rating for the factor. Technical ratings focus on strengths, weaknesses, and risk of the offeror's proposal. Technical ratings will be evaluated using the following ratings:

Excellent: The offeror's proposed approach proposes innovative, effective approaches or solutions that will significantly exceed the minimum requirements, using industry best practices, technologies, methodologies, and processes; has a high probability of success; contains no weaknesses or deficiencies. The performance under this task order is considered to be very low or virtually no risk of disruption of cost, schedule or performance.

Very Good: The offeror's proposed approach exceeds all the minimum requirements of the criteria; has an above average probability of success; contains no significant weaknesses or deficiencies but only minor, correctable weaknesses. Also, the performance under this task order is considered low risk of disruption of cost, schedule or performance.

Satisfactory: The offeror's proposed approach meets all the minimum requirements of the criteria; has an average probability of success; has significant weaknesses or deficiencies that can be readily corrected. Also, the performance under this task order is considered average risk of disruption of cost, schedule or performance.

Unsatisfactory: The offeror's proposed approach does not meet the requirements in the RFQ. There are few or no strengths but significant weaknesses and a few deficiencies. The performance under this task order is considered high risk of disruption of cost, schedule or performance.

DEFINITIONS

- A *significant strength* is defined as an aspect of the proposal that appreciably increases the likelihood of successful contract performance.
- A *strength* is defined as an aspect of the proposal with the likelihood of successful contract performance.
- A *weakness* is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance.
- A *significant weakness* is a flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.
- A *deficiency* is defined as an aspect of the proposal that fails to meet a Government requirement or a combination of significant weaknesses in the proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

RISK RATING DEFINITIONS

- *Low (L)*: Has little or no potential to cause disruption of schedule or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.
- *Medium (M)*: Can potentially cause some disruption of schedule or degradation of performance. However, special contractor emphasis will probably be able to overcome difficulties.
- *High (H)*: Likely to cause significant serious disruption of schedule or degradation of performance even with special contractor emphasis.

FACTOR 2 – PAST PERFORMANCE RATINGS

The following adjectival rating descriptions shall be used for Evaluation Factor 2:

Satisfactory: Past/present performance records exist that demonstrate a strong or superior performance in managing the type of effort similar to this task order to include managing cost, schedule, quality, challenges and risk contemplated by the task order solicitation. Problems may exist but corrective actions taken by the offeror are/were effective in most cases.

Unsatisfactory: Past/present performance records exist that demonstrate poor performance in managing cost, schedule, quality, challenges and risks contemplated by the task order solicitation. Problems exist for which solutions were not readily provided and/or which were/are ineffective. Customers are/were dissatisfied with offeror's performance.

Neutral: Neutral indicates that the offeror lacks a record of relevant of similar scope and complexity or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

3.0 BASIS OF AWARD

1. Proposals received will first be evaluated from a non-price factor standpoint without regard to proposed price. Those proposals considered to be technically acceptable in Factor 1 and 2 will then be evaluated from a pricing standpoint.

2. Non-price factors are significantly more important than price. It is pointed out, however, that should competence in non-price factors between offerors be considered approximately the same, then price could become primary. Between competing proposals, the Government is not willing to pay significantly more for a minor non-price factor difference, nor is the Government willing to forego a significant non-price factor difference in exchange for a small cost/price differential.

3. CBP will base its award decision using a trade-off best value analysis that results in the most advantageous acquisition for the government. CBP's acquisition strategy used to obtain best value may result in an award to other than the lowest priced, technically rated offeror. Best value analysis spans a continuum from the technically acceptable proposal to those proposals in which tradeoffs between price, past performance, and each offeror's technical solution is evaluated. This tradeoff process depends on the government's assessment of quality factors, including but not limited to past performance, compliance with solicitation requirements, technical excellence, management capability, personnel qualifications and prior experience, and price.

Award may be made without discussions. Discussions may not be held for those proposals that are deemed technically unacceptable in any of Factor 1 and 2.

ATTACHMENT #3: Pricing Template

BPA Labor Category	Full (F) Part (P) Time	Base Period (12 Months)						Option Period 1 (12 Months)			Option Period 2 (12 Months)					
		3-Month Transition until Dec. 23, 2014			9-Month Performance Period			Labor Rate	Estimated Hours	Cost	9-Month Performance Period			3-Month Transition		
Labor Category		Labor Rate	Proposed Hours	Cost	Labor Rate	Estimated Hours	Cost				Labor Rate	Estimated Hours	Cost	Labor Rate	Proposed Hours	Cost
Director	F			\$0.00		1440	\$0.00		1920	\$0.00		1440	\$0.00			\$0.00
Task Objective 1																
Senior Manager	F			\$0.00		7200	\$0.00		9600	\$0.00		7200	\$0.00			\$0.00
Senior Staff	F			\$0.00		1440	\$0.00		1920	\$0.00		1440	\$0.00			\$0.00
Staff II	F			\$0.00		1440	\$0.00		1920	\$0.00		1440	\$0.00			\$0.00
Task Objective 2																
Senior Manager	F			\$0.00		1440	\$0.00		1920	\$0.00		1440	\$0.00			\$0.00
Task Objective 3																
Partner	P			\$0.00		720	\$0.00		960	\$0.00		720	\$0.00			\$0.00
Senior Manager	F			\$0.00		1440	\$0.00		1920	\$0.00		1440	\$0.00			\$0.00
Senior Staff	F			\$0.00		5760	\$0.00		7680	\$0.00		5760	\$0.00			\$0.00
NTE Travel ODC				TBD			TBD			TBD			TBD			TBD
Total				\$0.00			\$0.00			\$0.00			\$0.00			\$0.00
															Three Year Total	\$0.00

CONTRACT CLAUSES

A. FAR CLAUSES INCORPORATED BY REFERENCE

52.252-2 – CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov

FEDERAL ACQUISITION REGULATION (48 CHAPTER 1) CLAUSES

NUMBER	TITLE
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52.222-17	Nondisplacement of Qualified Workers (May 2014)
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(End of clause)

B. FAR CLAUSES INCORPORATED IN FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30 calendar days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 calendar days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

(End of Clause)

C. HSAR CLAUSES INCORPORATED IN FULL TEXT**3052.204-70 Security Requirements for Unclassified Information Technology Resources (Jun 2006)**

(a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

3052.204-71 Contractor Employee Access (Jun 2006)

(a) *Sensitive Information*, as used in this Chapter, means any information, the loss, misuse, disclosure, or unauthorized access to or modification of which could adversely affect the national or homeland security interest, or the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Public Law 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, Part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, Part 1520, as amended, "Policies and Procedures of Safeguarding and Control of S SI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

ALTERNATE I
(JUN 2006)

When the contract will require contractor employees to have access to Information Technology (IT) resources, add the following paragraphs:

(g) Before receiving access to IT resources under this contract the individual must receive a security briefing, which the Contracting Officer's Representative (COR) will arrange, and complete any nondisclosure agreement furnished by DHS.

(h) The Contractor shall have access only to those areas of DHS information technology resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information technology resources not expressly authorized by the statement of work, other terms and conditions in this contract, or as approved in writing by the COR, is strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for the DHS Component. It is not a right, a guarantee of access, a condition of the contract, or Government Furnished Equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

- (1) The individual must be a legal permanent resident of the U. S. or a citizen of Ireland, Israel, the Republic of the Philippines, or any nation on the Allied Nations List maintained by the Department of State;
- (2) There must be a compelling reason for using this individual as opposed to a U. S. citizen; and
- (3) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their proposals the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the contracting officer.

(End of clause)

3052.209-70 Prohibition on Contracts with Corporate Expatriates (Jun 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting 'more than 50 percent' for 'at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;

- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
- (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) *Special rules.* The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

(1) *Certain stock disregarded.* For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
- (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) *Plan deemed in certain cases.* If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) *Certain transfers disregarded.* The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) *Special rule for related partnerships.* For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) *Treatment of Certain Rights.*

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

- (i) warrants;
- (ii) options;
- (iii) contracts to acquire stock;
- (iv) convertible debt instruments; and
- (v) others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.

(f) *Disclosure.* The offeror under this solicitation represents that [Check one]:

☒ *X* it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

(End of provision)

3052.209-72 Organizational Conflict of Interest.

ORGANIZATIONAL CONFLICT OF INTEREST (JUN 2006)

(a) Determination. The Government has determined that this effort may result in an actual or potential conflict of interest, or may provide one or more offerors with the potential to attain an unfair competitive advantage. The nature of the conflict of interest and the limitation on future contracting is based on the information gained in performance of this task order.

(b) If any such conflict of interest is found to exist, the Contracting Officer may (1) disqualify the offeror, or (2) determine that it is otherwise in the best interest of the United States to contract with the offeror and include the appropriate provisions to avoid, neutralize, mitigate, or waive such conflict in the contract awarded. After discussion with the offeror, the Contracting Officer may determine that the actual conflict cannot be avoided, neutralized, mitigated or otherwise resolved to the satisfaction of the Government, and the offeror may be found ineligible for award.

(c) Disclosure: The offeror hereby represents, to the best of its knowledge that:

___ (1) It is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract, or ___ (2) It has included information in its proposal, providing all current information bearing on the existence of any actual or potential organizational conflicts of interest, and has included a mitigation plan in accordance with paragraph (d) of this provision.

(d) Mitigation. If an offeror with a potential or actual conflict of interest or unfair competitive advantage believes the conflict can be avoided, neutralized, or mitigated, the offeror shall submit a mitigation plan to the Government for review. Award of a contract where an actual or potential conflict of interest exists shall not occur before Government approval of the mitigation plan. If a mitigation plan is approved, the restrictions of this provision do not apply to the extent defined in the mitigation plan.

(e) Other Relevant Information: In addition to the mitigation plan, the Contracting Officer may require further relevant information from the offeror. The Contracting Officer will use all information submitted by the offeror, and any other relevant information known to DHS, to determine whether an award to the offeror may take place, and whether the mitigation plan adequately neutralizes or mitigates the conflict.

(f) Corporation Change. The successful offeror shall inform the Contracting Officer within thirty (30) calendar days of the effective date of any corporate mergers, acquisitions, and/or divestures that may affect this provision.

(g) Flow-down. The contractor shall insert the substance of this clause in each first tier subcontract that exceeds the simplified acquisition threshold.

(End of Provision)

3052.209-73 Limitation of future contracting.

LIMITATION OF FUTURE CONTRACTING (JUN 2006)

(a) The Contracting Officer has determined that this acquisition may give rise to a potential organizational conflict of interest. Accordingly, the attention of prospective offerors is invited to FAR Subpart 9.5 --Organizational Conflicts of Interest.

(b) The nature of this conflict is that the Contractor is to provide investment management and Office of Information Technology (OIT) budget planning services.

(c) The restrictions upon future contracting are as follows:

(1) If the Contractor, under the terms of this contract, or through the performance of tasks pursuant to this contract, is required to develop specifications or statements of work that are to be incorporated into a solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing DHS contract. This restriction shall remain in effect for a reasonable time, as agreed to by the Contracting Officer and the Contractor, sufficient to avoid unfair competitive advantage or potential bias (this time shall in no case be less than the duration of the initial production contract). DHS shall not unilaterally require the Contractor to prepare such specifications or statements of work under this contract.

(2) To the extent that the work under this contract requires access to proprietary, business confidential, or financial data of other companies, and as long as these data remain proprietary or confidential, the Contractor shall protect these data from unauthorized use and disclosure and agrees not to use them to compete with those other companies.

(End of Clause)

3052.242-71 Dissemination of Contract Information (DEC 2003)

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to the performance of this contract, without the prior written consent of the Contracting Officer. An electronic or printed copy of any material proposed to be published or distributed shall be submitted to the Contracting Officer.

(End of Clause)

D. OTHER CLAUSES INCORPORATED IN FULL TEXT

ENTERPRISE ARCHITECTURE (EA) COMPLIANCE

The Contractor shall ensure that the design conforms to the DHS Homeland Security (HLS) and CBP EA, and all DHS and CBP policies and guidelines as promulgated by the DHS and CBP Chief Information Officers (CIO), Chief Technology Officers (CTO) and Chief Architects (CA)

such as the CBP Information Technology Enterprise Principles and the DHS Service Oriented Architecture Technical Framework.

The Contractor shall conform to the Federal Enterprise Architecture (FEA) model and the DHS and CBP versions of the FEA model as described in their respective EAs. Models will be submitted using Business Process Modeling Notation (BPMN) version 2.0 and the CBP Architectural Modeling Standards for all models. Universal Modeling Language (UML2) may be used for infrastructure only. Data exchange formats and semantics shall be in conformance with the National Information Exchange Model (NIEM), version 2.0. Development solutions will also ensure compliance with the current version of the DHS and CBP target architectures.

The Contractor shall maintain close coordination with the CBP Enterprise Architecture Branch (EAB) and utilize the Central Enterprise Architecture Repository (CEAR), for capturing performance measures, business processes, application designs, technical infrastructure designs, and other related designs for the project. The Contractor shall develop performance indicators and ensure appropriate mapping to the Performance Reference Model (PRM); develop business process flows and ensure appropriate mapping to CBP Lines of Business and Business Reference Model (BRM); develop application models capturing system components, subsystems, and information exchanges between system in development and other systems and ensure appropriate mapping of the system under development to Service Component Reference Model (SRM) and the Technical Reference Model (TRM); develop data models and data exchanges that align to the Data Reference Model (DRM) and develop models of technical infrastructure that will be used to support the systems under development.

All IT hardware and software shall comply with the DHS and CBP Technical Reference Models (TRM). The Offeror shall use DHS/CBP approved products, standards, services, and profiles as reflected by the hardware software, application, and infrastructure components of the DHS/CBP TRM/Standards Profile. If new hardware, software and infrastructure components are required to develop, test, or implement the program, these products will be coordinated through the DHS and CBP formal technology insertion process which includes a trade study with no less than four alternatives, one of which shall reflect the status quo and one shall reflect multi-agency collaboration. The DHS/CBP TRM/Standards Profile will be updated as technology insertions are accomplished.

Description information for all data assets, information exchanges and data standards, whether adopted or developed, shall be submitted to the DHS Enterprise Data Management Office (EDMO) for review and insertion into the DHS Data Reference Model (DRM) and Enterprise Architecture Information Repository. Submittal shall be through the CBP Data Engineering Branch (DEB) and CBP Enterprise Architecture Branch (EAB).

All developed solutions shall be compliant with the HLS and CBP EA. Compliance with the HLS EA shall be derived from and aligned through the CBP EA.

In compliance with Office of Management and Budget (OMB) mandates, all network hardware provided under the scope of this Statement of Work and associated Task Orders (TO) shall be IPv6 compatible without modification, upgrade, or replacement.

OAST (OFFICE ON ACCESSIBLE SYSTEMS AND TECHNOLOGY) COMPLIANCE**DHS Accessibility Requirements Tool (DART)****ACCESSIBILITY REQUIREMENTS (SECTION 508)**

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) requires that when Federal agencies develop, procure, maintain, or use electronic and information technology (EIT), they must ensure that it is accessible to people with disabilities. Federal employees and members of the public who have disabilities must have equal access to and use of information and data that is comparable to that enjoyed by non-disabled Federal employees and members of the public.

All EIT deliverables within this work statement shall comply with the applicable technical and functional performance criteria of Section 508 unless exempt. Specifically, the following applicable EIT accessibility standards have been identified:

Section 508 Applicable EIT Accessibility Standards

36 CFR 1194.21 Software Applications and Operating Systems, applies to all EIT software applications and operating systems procured or developed under this work statement including but not limited to GOTS and COTS software. In addition, this standard is to be applied to Web-based applications when needed to fulfill the functional performance criteria. This standard also applies to some Web based applications as described within 36 CFR 1194.22.

36 CFR 1194.22 Web-based Intranet and Internet Information and Applications, applies to all Web-based deliverables, including documentation and reports procured or developed under this work statement. When any Web application uses a dynamic (non-static) interface, embeds custom user control(s), embeds video or multimedia, uses proprietary or technical approaches such as, but not limited to, Flash or Asynchronous JavaScript and XML (AJAX) then 1194.21 Software standards also apply to fulfill functional performance criteria.

36 CFR 1194.23 Telecommunications Products, applies to all telecommunications products including end-user interfaces such as telephones and non end-user interfaces such as switches, circuits, etc. that are procured, developed or used by the Federal Government.

36 CFR 1194.24 Video and Multimedia Products, applies to all video and multimedia products that are procured or developed under this work statement. Any video or multimedia presentation shall also comply with the software standards (1194.21) when the presentation is through the use of a Web or Software application interface having user controls available.

36 CFR 1194.25 Self Contained, Closed Products, applies to all EIT products such as printers, copiers, fax machines, kiosks, etc. that are procured or developed under this work statement.

36 CFR 1194.26 Desktop and Portable Computers, applies to all desktop and portable computers, including but not limited to laptops and personal data assistants (PDA) that are procured or developed under this work statement.

36 CFR 1194.31 Functional Performance Criteria, applies to all EIT deliverables regardless of delivery method. All EIT deliverable shall use technical standards, regardless of technology, to fulfill the functional performance criteria.

36 CFR 1194.41 Information Documentation and Support, applies to all documents, reports, as well as help and support services. To ensure that documents and reports fulfill the required 1194.31 Functional Performance Criteria, they shall comply with the technical standard associated with Web-based Intranet and Internet Information and Applications at a minimum. In addition, any help or support provided in this work statement that offer telephone support, such as, but not limited to, a help desk shall have the ability to transmit and receive messages using TTY.

Section 508 Applicable Exceptions

Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the COTR and determination will be made in accordance with DHS MD 4010.2. DHS has identified the following exceptions that may apply: 36 CFR 1194.3(b) Incidental to Contract, all EIT that is exclusively owned and used by the Contractor to fulfill this work statement does not require compliance with Section 508. This exception does not apply to any EIT deliverable, service or item that will be used by any Federal employee(s) or member(s) of the public. This exception only applies to those contractors assigned to fulfill the obligations of this work statement and for the purposes of this requirement, are not considered members of the public.

Section 508 Compliance Requirements

36 CFR 1194.2(b) (COTS/GOTS products), When procuring a product, each agency shall procure products which comply with the provisions in this part when such products are available in the commercial marketplace or when such products are developed in response to a Government solicitation. Agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards. When applying this standard, all procurements of EIT shall have documentation of market research that identify a list of products or services that first meet the agency business needs, and from that list of products or services, an analysis that the selected product met more of the accessibility requirements than the non-selected products as required by FAR 39.2. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) in accordance with DHS MD 4010.2.

All tasks for testing of functional and/or technical requirements must include specific testing for Section 508 compliance, and must use DHS Office of Accessible Systems and Technology

approved testing methods and tools. For information about approved testing methods and tools send an email to accessibility@dhs.gov.

EBMO (INVESTMENT REVIEW) COMPLIANCE

This requirement aligns with the Infrastructure investment.

ISO (INFORMATION SECURITY) COMPLIANCE

- **Interconnection Security Agreements**

Interconnections between DHS and non-DHS IT systems shall be established through controlled interfaces and via approved service providers. The controlled interfaces shall be accredited at the highest security level of information on the network. Connections with other Federal agencies shall be documented based on interagency agreements; memoranda of understanding, service level agreements or interconnect service agreements. Components shall document interconnections with other external networks with an Interconnection Security Agreement (ISA). Interconnections between DHS Components shall require an ISA when there is a difference in the security categorizations for confidentiality, integrity, and availability for the two networks. ISAs shall be signed by both DAAs or by the official designated by the DAA to have signatory authority.

- **Access to Unclassified Facilities, Information Technology Resources, and Sensitive Information**

The assurance of the security of unclassified facilities, Information Technology (IT) resources, and sensitive information during the acquisition process and contract performance are essential to the DHS mission. DHS Management Directive (MD) 11042.1 *Safeguarding Sensitive But Unclassified (For Official Use Only) Information*, describes how contractors must handle sensitive but unclassified information. DHS MD 4300.1 *Information Technology Systems Security* and the *DHS Sensitive Systems Handbook* prescribe policies and procedures on security for IT resources. Contractors shall comply with these policies and procedures, any replacement publications, or any other current or future DHS policies and procedures covering contractors specifically for all Task Orders that require access to DHS facilities, IT resources or sensitive information. Contractors shall not use or redistribute any DHS information processed, stored, or transmitted by the Contractor except as specified in the task order.

(End of Clause)

(End of Section)

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The company who has provided you with this form is proposing on a Department of Homeland Security (DHS) Customs and Border Protection (CBP) solicitation to provide investment management and OIT budget planning services to meet the mission needs of CBP. Past Performance is an extremely important part of the evaluation criteria for this acquisition, so your input is very important. The information is to be provided directly to, the CBP Contract Specialist. Please provide an **honest assessment** and return the questionnaire to CBP. If you have questions, please contact (b) (6)

Completed questionnaires should be emailed to the following address: (b) (6)

GENERAL INFORMATION

1. OFFEROR'S NAME AND ADDRESS

2. CUSTOMER ORGANIZATION

3. CONTRACT NUMBER: _____

2a. EVALUATOR

4. CONTRACT VALUE: _____

NAME: _____

TITLE: _____

PHONE NO: _____

5. CONTRACT AWARD DATE: _____

6. CONTRACT COMPLETION DATE: _____

7. CONTRACT TYPE (Circle All That Apply):
Response):

Fixed Price Cost-Plus Fixed Price Cost-Plus Award Fee
T & M OTHER

8. COMPLEXITY OF WORK (Circle One

DIFFICULT ROUTINE

PART TWO: GENERAL INFORMATION CONTINUED

9. BRIEF DESCRIPTION OF YOUR CONTRACT REQUIREMENTS:

PART THREE: OFFEROR PERFORMANCE RATING

On the following pages, please summarize the offeror's performance in each rating factor. Each factor has a set of sub factors with four possible adjectival ratings. Determine the adjectival rating that most nearly represents your experience with this offeror and indicate your assessment by placing an "X" under the appropriate heading. Offeror performance factors are:

- A. QUALITY OF SERVICE
- B. TIMELINESS OF PERFORMANCE
- C. COST CONTROL

Adjectival ratings are defined below and should be used as a reference in assessing performance:

ACCEPTABLE Contractors performance met contract requirements.
 UNACCEPTABLE Contractors performance was less than acceptable and was unable to perform contract requirements successfully.
 N/A Not applicable.

QUALITY OF SERVICE		Accept.	Unaccept.	N/A
	Did the contractor provide quality goods/services?			
	Did the contractor provide quality reports and documentation (i.e., accurate, current and complete)?			
	Was the contractor able to solve contract performance problems?			
	Did the contractor supply professional and technically qualified personnel?			

TIMELINESS OF PERFORMANCE		Accept.	Unaccept.	N/A
	Did the contractor adhere to contract delivery schedules in the following areas:			
	(a) Performance of services?			
	(b) Delivery of reports or other documentation?			
	(c) Qualified Staffing			
	(d) Responsiveness to technical direction			

COST CONTROL		Accept.	Unaccept.	N/A
	Were invoices accurate, complete, and submitted in a timely manner?			
	Were costs kept within budget?			

PART FOUR: EVALUATOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE INFORMATION IN THIS FORM IS ACCURATE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE OF EVALUATOR

TITLE OF EVALUATOR

DATE

(b) (6)

From: (b) (6)
Sent: Tuesday, August 19, 2014 12:02 PM
To: (b) (6)
Cc:
Subject: CBP RFQ# HSBP20080853 Questions & Answers - Investment Management and OIT Budget Planning Services
Attachments: RFQ HSBP20080853 QA.pdf
Importance: High

Good afternoon,

Please find attached Questions & Answers for the subject RFQ. The quote deadline is hereby extended to **12:00 PM EDT, Friday, August 22, 2014.**

*****PLEASE CONFIRM RECEIPT OF THIS EMAIL*****

Thank you,

(b) (6)

Contract Specialist
Department of Homeland Security (DHS)
US Customs & Border Protection (CBP)
Information Technology Contracting Division (ITCD)
OIT EDME Contracting Branch

(b) (6)

From: (b) (6)
Sent: Friday, August 8, 2014 12:15 PM
To: (b) (6)
Cc:
Subject: CBP RFQ# HSBP20080853 - Investment Management and OIT Budget Planning Services
Importance: High

Good Afternoon,

U.S. Customs and Border Protection (CBP) hereby requests your quote in accordance with the attached Request for Quote (RFQ) for Investment Management and OIT Budget Planning Services. The following is the list of the attached RFQ documents.

1. CBP RFQ Cover Letter
2. Performance Work Statement (Attachment #1)
3. Instructions to Offerors (Attachment #2)
4. Pricing Template (Attachment #3)
5. Past Performance Questionnaire (Attachment #4: to be completed by offeror's references)

6. Contract Clauses (Attachment #5,

Questions concerning this solicitation should be submitted by 3:00 PM ET, Tuesday, August 12, 2014. Your quote is due by return email to (b) (6) and (b) (6) no later than 3:00 PM ET, Thursday, August 21, 2014.

*****PLEASE CONFIRM RECEIPT OF THIS EMAIL*****

Thank you,

(b) (6)

Contract Specialist
Department of Homeland Security (DHS)
US Customs & Border Protection (CBP)
Information Technology Contracting Division (ITCD)
OIT EDME Contracting Branch

(b) (6)

Investment Management and OIT Budget Planning Services

General Questions

1. Is there an incumbent providing these services? If so, who?

Answer: The incumbent contractor is Deloitte through our Interagency Agreement with USDA.

2. What is the level of effort by labor category and hours on the predecessor contract?

Answer: The historical level of effort is equivalent to the labor mix and the estimated hours for Task Objective 1 & 2 on RFQ Attachment #3 (Pricing Template).

3. Are offerors to provide resumes and letters of commitment only for Key Personnel? Are offerors to determine which positions are key to the successful performance of this contract?

Answer: There is no key personnel clause for this task order. The staffing plan shall include resumes for proposed personnel demonstrating the requisite experience, qualifications and training.

RFQ Attachment #1 Performance Work Statement

4. Section 5.4 Staffing Plan of the PWS indicates the staffing matrix is to include a PWS reference for each resource; the instructions do not request that information to be provided in the Staffing Matrix. Will the Government please clarify this requirement?

Answer: PWS Objective/Task Area reference shall be included in the proposed staffing plan.

RFQ Attachment #2 Instructions to Offerors

5. Section 1.0 Instructions to Prepare Quote: Given the numerous requirements cited in the PWS, would the Government consider increasing the 20-page limit for the technical proposal to 30 pages?

Answer: The Government believes that the current 20-page limit is sufficient for the required information.

6. Section 1.0 Instructions to Prepare Quote: Will the Government please confirm that Volume I Transmittal Letter and Administrative Volume does not need a cover sheet, table of contents, list of tables and drawings, glossary and cross-reference matrix in addition to the requested Volume information?

Answer: Volume I Transmittal Letter and Administrative Volume does not require a cover sheet, table of contents, list of tables and drawings, glossary, and cross-reference matrix in addition to the requested volume information.

7. Section 1.0 Instructions to Prepare Quote: The instructions state that each volume should include a Cover Sheet, Table of Contents, List of Tables and Drawings, Glossary, Cross-Reference Matrix, and Requested Volume Information.

- a. Will the Government elaborate on what is required for the "Cover Sheet?"
Answer: The cover sheet formats and styles are up to each offeror.
- b. Will the Government confirm a "Glossary" should be a list of acronyms/definitions?
Answer: Yes, "Glossary" is a list of acronyms/definitions.
- c. Will the Government elaborate on what information is required for the "Cross-Reference Matrix?"
Answer: As stated on this section of the RFQ Attachment #2, the information is required "if applicable."
8. Section 1.0 Instructions to Prepare Quote: Is the Government willing to have 1.0 inch margins around the whole document (top, bottom, left, and right)?
Answer: The required page margin is hereby revised to 1.0 inch around the whole document.
9. Section 1.1 Transmittal Letter and Administrative Volume, a): Will the Government clarify the information in the second bullet ("The name, address, telephone and facsimile numbers, and e-mail") and how it differs from the last two bullets?
Answer: "The name, address, telephone and facsimile numbers and e-mail" in the 2nd bullet is hereby removed.
10. Section 1.2 Technical/Management Approach (Solution) Paragraphs (c) and (d) require separate management approaches for the work and the prime and subcontractors. Will the Government consider deleting Paragraph (c) as offerors are describing their technical approach in accordance with Paragraph (a) of that section?
Answer: No, both Paragraph (c) and (d) are required; therefore, they will remain in the section. The applicable Paragraph (c) specifically addresses offerors' management approach (solution) for each Task Objective, and Paragraph (d) specifically addresses offerors' management approach (solution) including the one between prime and subcontractors.
11. Section 1.2 Technical/Management Approach (Solution) Paragraph (f) requires offerors to describe the quality management/quality control systems. Can offerors include this information in the Quality Control Plan as opposed to the Technical/Management Plan?
Answer: Section 1.2 Technical/Management Approach (Solution) Paragraph (f) on page 3 of RFQ Attachment #2 is hereby moved to Section 1.2 Quality Control Plan on page 5.
12. Section 1.3 Past Performance: Will the Government please confirm that offerors are not to provide Past Performance Questionnaires with their responses and that only the Client will submit the Past Performance Questionnaire?
Answer: Offerors' references are to submit Past Performance Questionnaires directly to CBP as required in the RFQ.
13. Section 1.3 Past Performance: Will the government accept and evaluate the past performance of subcontractors?

Answer: The Government will only accept and evaluate the offeror's past performance as a prime contractor in similar size, scope, and complexity as set forth in RFQ Attachment #2 Section 2.2 Factor 2 – Past Performance.

RFQ Attachment #3 Pricing Template

14. Are the Government's estimates for the Senior Manager hours for Task Objective 1 correct? If not, what should they be?

Answer: Yes, the Government's estimates for the Senior Manager hours for Task Objective 1 are correct.

RFQ Attachment #5 Contract Clauses

15. 3052.209-72 Organizational Conflict of Interest: Please confirm providing this support precludes firms from bidding on work as result of the OMB 300 submissions based on the OCI clause.

Answer: Providing this support does not necessarily preclude firms from bidding on future work based on the OCI clause. The intent of the subject clause is to avoid or mitigate any potential or actual conflicts of interest in related future CBP requirements, arising from the performance of this task order.

16. 3052.209-73 Limitation on Future Contracting: Is it CBP's opinion that submission of and adherence to an approved Organizational Conflict of Interest (OCI) Plan upon award that basically "firewalls" the team performing this work negates any unfair competitive advantage, thereby allowing the contractor to bid on future related work?

Answer: The intent of the subject clause is to avoid or mitigate any potential or actual conflicts of interest in related future CBP requirements, arising from the performance of this task order.

17. 3052.209-73 Limitations on Future Contracting: Has the incumbent been prevented from bidding on work as a result of the investment management and budget planning work they are performing?

Answer: The requested information cannot be disclosed due to its proprietary nature.